

**MASTER SERVICE AGREEMENT  
CONTRACT NO. 455-21-1012  
DATA EXCHANGE SERVICES  
BETWEEN  
THE RAILROAD COMMISSION OF TEXAS AND  
IHS GLOBAL, INC.**

This ("Contract") for data exchange services held by the Railroad Commission of Texas ("RRC") located at 1701 N Congress, Austin, Texas, 78701 and by IHS Global, Inc. ("IHS") located at 15 Inverness Way East, Englewood CO 80112, is entered into by and between IHS and the RRC (each a "Party," and, collectively, the "Parties").

**I. Recitals**

**WHEREAS**, IHS gave the RRC five (5) standalone annual subscription licenses for PETRA software in 2009; and

**WHEREAS**, The RRC accepted and acknowledged the gift at the July 14, 2009 RRC Conference pursuant to 16 TAC §20.201; and

**WHEREAS**, IHS has certain other software subscription services (see Exhibit 1) useful for RRC internal business purposes; and

**WHEREAS**, The RRC holds certain public records of use to IHS's commercial endeavors; and

**WHEREAS**, IHS and RRC wish to enter into a contract and further describe the terms of the Parties' data exchange services.

Now, therefore, the Parties hereby agree as follows:

**II. Authority**

This Contract is entered into pursuant to the authority granted in Texas Administrative Code Title 34 Part 1 Chapter 20 Subchapter B Division 1 RULE §20.82.

**III. Duties and Responsibilities**

**A. RRC shall:**

1. Provide IHS's designated employees ("Authorized Users") with information in where either Party provides the other ("Recipient") with any information that is specifically not designated as confidential or proprietary, or any information that by its nature, Recipient knows or should know is confidential or proprietary, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized by either Party or as expressly provided in this Contract without the prior written consent of the other. The Parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.
2. Provides to IHS, upon request, certain publicly available records for a non-exclusive, perpetual (i.e. does not end on expiry or termination of this Contract), irrevocable, worldwide right and IHS to create, without limitation, derivative works, presentations, reports, analysis, publications and any other manipulation using the Data, and to Distribute, use, reproduce, exploit and make the fullest use of the Data, including, without limitation, to use for any IHS Service(s), copy,

reproduce in a database, market, promote, publicly perform, display, publish and distribute in print, electronically (whether delivered off- or on-line) and in any other media, format, product or service now known or hereafter developed in accordance with this Contract.

**B. IHS shall:**

1. Provide intellectual property rights in all Data listed in Exhibit 1 (including any source and object code) together with any related materials or documentation are and shall remain the property of RRC. Title to the media upon which RRC (including any software) is supplied remains with RRC. Notwithstanding the foregoing, to the extent IHS creates any derived data that is not reverse-engineerable into the original Data, RRC acknowledges that all intellectual property and other relevant rights to that derived data shall be solely vested in IHS.
2. IHS grants RRC a non-exclusive, limited right and license for the Term of this Contract to receive and use the IHS Data for RRC internal business purposes.
3. The intellectual property rights in any intellectual property and all information and data provided by IHS (including any source and object code), together with any related materials or documentation are and shall remain the property of IHS or its parent corporations. Title to the media upon which the IHS information (including any software) is supplied remains with IHS. Ownership of all IHS Service(s), derivative work and any other IHS' intellectual property remains solely vested with IHS.

#### **IV. Contract Amount**

As consideration for the services provided by IHS listed in exhibit 1, RRC agrees to pay IHS an amount not-to-exceed the sum of **FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)** per year for providing the services required to fulfill terms of this Contract.

#### **V. Term; Termination; Amendment**

- A. The original term of this Contract shall be from the date of the last Party's signature to the Contract and shall continue through August 31, 2022 unless terminated earlier as provided herein. The contract may be renewed for four (4) one-year renewal terms automatically renewing until either party terminates this Contract for convenience upon ninety (90) days written notice prior to the expiration of the current term.

Renewal Periods:

1st Renewal: September 1, 2022 – August 31, 2023

2nd Renewal: September 1, 2023 – August 31, 2024

3rd Renewal: September 1, 2024 – August 31, 2025

4th Renewal: September 1, 2025 – August 31, 2026

- B. This Contract will terminate immediately for cause if either Party fails to remedy a material breach of this Contract within thirty (30) days of receipt of a written notice from the other Party specifying the breach and requiring its remedy. Either Party may terminate this Contract for convenience without

prior written notice. Either Party may terminate this Contract for convenience upon ninety (90) days written notice.

- C. This Contract may be amended only in writing by an instrument signed by IHS and RRC; however, each Party expressly reserves the right, in its sole discretion, to amend this Contract unilaterally with ten (10) business days written notice to the other Party to ensure compliance of this Contract or either Party with State or Federal law or other regulation. The Party that is not seeking the amendment shall have the right to terminate this Contract immediately if the amendment is not acceptable to that Party.

## **VI. General**

### **A. Confidentiality, Texas Public Information Act, Security Incident Notification.**

1. Where either Party provides the other ("Recipient") with any information that is specifically designated as confidential or proprietary, or any information that by its nature, Recipient knows or should know is confidential or proprietary, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized by either Party or as expressly provided in this Contract without the prior written consent of the other. The Parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.
2. Each Party is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (the "Texas Public Information Act") and the Texas Attorney General Opinions issued under that statute. Responses to requests for information shall be handled in accordance with the provisions of the Texas Public Information Act. The Party receiving such a request ("Receiving Party") will rely on the designation of the Party holding the information ("Disclosing Party") of information as confidential or public for purposes of the Texas Public Information Act. If either Party receives a public information request for information obtained pursuant to this Contract ("TPIA Request Recipient"), the TPIA Request Recipient shall provide the Disclosing Party a copy of such request within three (3) business days of receipt or determination that the Disclosing Party's records are responsive. If the Disclosing Party does not respond to the TPIA Request Recipient's notice within two (2) business days of receipt of the TPIA request to advise whether the requested information falls within an exception to the public disclosure requirement under the Texas Public Information Act, then the TPIA Request Recipient will respond to the request in an appropriate manner that may include referral to the Office of the Texas Attorney General. Without limitation on the foregoing, the Parties acknowledge that the disclosure of Confidential Information to the following entities in the course of performing their statutory duties is permitted under this Contract:
  - Office of the Texas Attorney General, and
  - Texas State Auditor's Office.
3. Each Party shall provide notice to the other as soon as possible following the discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, or loss of sensitive personal information or confidential information under this Contract ("Security Incident"). The Parties will exchange confidential, detailed security and Security Incident information only between the Information Security Officers of IHS and RRC,

subject to the mutually agreed restrictions regarding further internal or external dissemination of such confidential information within each agency. The Parties may also disclose confidential, detailed security and Security Incident information to law enforcement authorities as required. To the extent such security and Security Incident information is confidential pursuant to Sections 2054.077, 2059.055, and 552.139 of the Texas Government Code, or other applicable State or Federal law, each Party shall comply with all applicable statutory requirements and restrictions regarding dissemination of such information.

4. IHS will rely on RRC's designation of information as confidential or public for purposes of Section 2054.1125 of the Texas Government Code. If any information is released in reliance on RRC's designation of information as public and such release falls within Section 2054.1125 of the Texas Government Code, RRC will provide any statutorily required notice and bear all associated costs. If a release of information subject to Section 2054.1125 of the Texas Government Code is due to IHS's failure to rely on RRC's designation of information as confidential, IHS shall: (a) provide the initial public notice, (b) be responsible for all costs associated with the notice, and (c) confer with RRC, subject to RRC's compliance with timely notification requirements. If IHS elects to issue its own, additional public notice, IHS shall confer with RRC prior to the issuance of the notice and IHS shall bear all costs associated with providing such additional notice.
  5. If communications between the Parties, or between a Party and its authorized representative(s), necessitate the release of Confidential Information obtained under this Contract, a confidentiality form must be signed by each individual requiring access to, or who may be exposed to, that information.
- A. Right to Audit. The Parties acknowledge the authority of the Texas State Auditor's Office ("State Auditor") to conduct audits of state agencies under Chapter 321, Texas Government Code.
  - B. Assignment. No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part by either Party without the prior written consent of the other, unless authorized by law.
  - C. Dispute Resolution. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.
  - D. Force Majeure. A Party shall not be liable to the other Party for any delay in or failure of performance of any requirement included in this Contract if such delay or failure of performance is caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. A Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
  - E. No Waiver. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the RRC as an agency of the State of Texas or otherwise available to the Parties. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or

immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

- F. Severability. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- G. Headings. The headings used in this Contract are for ease of reference only and will not be used to interpret any aspect of this Contract.
- H. Survival. The expiration or termination of this Contract shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination, and such rights and obligations shall survive and remain enforceable.
- I. Governing Law; Venue. This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.
- J. Contract Provision Construction. This Contract is the joint work product of the Parties. In the event of any ambiguities, no inferences shall be drawn for or against either Party. The language used in this Contract is deemed the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party, regardless of the actual author of the Contract.
- K. Limitation of Liability. In no event will either Party be liable for any indirect, special, punitive, or consequential damages, loss of profits, loss of revenue or savings whatsoever, suffered by the other Party and arising out of or related to this Contract. Except for obligations with respect to Infringement Claim as set forth in Clause 6.2 above, each Party's total aggregate liability in contract, tort, misrepresentation or otherwise, including liability for any damages arising out of or related to this Contract will not exceed at any time the value of the benefits provided hereunder. The limitations set forth in this clause will not apply to damages related to death or personal injury.
- L. Warranty. Each Party represents and warrants that it is fully authorized to enter into this Contract. each Party specifically hereby disclaim all express or implied warranties, conditions and other terms, whether statutory, arising from course of dealing, or otherwise, including without limitation terms as to quality, merchantability, fitness for a particular purpose and no infringement.
- M. Miscellaneous.
1. This Contract sets forth the entire Contract between the Parties and supersedes any and all prior proposals, Contract or communications, written or oral, of the Parties with respect to the subject matter hereof.
  2. This Contract will be construed under the laws of Texas and each Party hereby submits to the exclusive jurisdiction of Texas Courts.
  3. If any provision of this Contract is found invalid or unenforceable by an arbitrator or a court

of competent jurisdiction, the remaining portions will remain in full force and effect.

4. Parties will also comply with any and all applicable conventions, laws, rules and regulations, including anti-corruption and anti-bribery laws.
5. All notices required under this Contract must be in writing and delivered by commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified below.
6. The terms and conditions of this Contract will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.
7. No term of this Contract is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Contract.
8. Nothing herein will be understood or construed to create a joint venture, partnership or employment relationship between IHS and RRC.

## **VII. Notices**

Except as otherwise provided in this Contract, any notice relating to this Contract that is required or permitted to be provided under this Contract by one Party to the other Party shall be in writing and shall be addressed to the agency at the address specified below. The notice shall be deemed provided immediately if delivered in person to the recipient's address specified below. It shall be deemed provided on the date of certified receipt if placed in the United States mail, postage prepaid, or by registered or certified mail with return receipt requested, addressed to the agency at the address specified below. The notice shall be deemed provided on the date of the email transmission if delivered by email. Registered or certified mail with return receipt is not required for copies.

1. The address of IHS for all purposes under this Contract and for all notices hereunder shall be:

IHS Global, Inc.  
ATTN: Director | North American Content Operations  
15 Inverness Way East  
Englewood, Colorado 80112  
Phone: (303) 506-5271  
Email: [ashley.bailey@ihsmarkit.com](mailto:ashley.bailey@ihsmarkit.com)

2. The address of RRC for all purposes under this Contract and for all notices hereunder shall be:

Railroad Commission of Texas  
Attention: Randall Collins, Chief Operating Officer  
P.O. Box 12967

Austin, TX 78711-2967

### VIII. Merger

This Contract contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

### IX. Signatories

IHS Global, Inc.

DocuSigned by:

*Michael Salerno*

Michael Salerno, Executive Director

Jul-08-2021 | 07:50 MDT

Date

Railroad Commission of Texas

*Wei Wang*

Wei Wang, Executive Director

7/16/2021

Date

## Exhibit No. 1 IHS and RRC Data Exchange Services Contract

### 1. Data to be provided to RRC by IHS:

Pursuant to the Contract, IHS shall provide the following Data to RRC:

Product Description	Product Code	Product
Digital Logs Permian Basin/Lognet	2000001315	Logs
Digital Logs TX 1-4/Lognet	2000001322	Logs
Digital Logs TX 5,6,9,7B/Lognet	2000001324	Logs
Custom GAU Log Location Shape File	manual	CSV Shape File
NA Content Delivery Base Bundle	2000040389	Scout Ticket Service

Product Description	License Type	Concurrent Users/Seats
Petra/Perp Lic/Network	User	10
Petra/Perp Lic/Standalone	Standalone	2
Petra/Maint/Network	User	10
Petra/Maint/Standalone	Standalone	2
Direct Connect/Petra	Standalone	2

### 2. Data to be provided to IHS by RRC

Pursuant to the Contract, RRC shall provide the following Data to IHS:

Data Set Description	Data Set Owner	Public Data [Y/N]
Access to the RRCs Paper QLog Library	Groundwater Advisory Unit	Y
Access to the RRCs Digital QLog Images	Groundwater Advisory Unit	Y
Access to the Data Contained in the BEG Surface Casing Estimator Site	Groundwater Advisory Unit	Y
Mapping Digital Data	Mapping Department	Y
Access to the RRCs Copies of W-3's	Oil and Gas Division	Y